

EARLY TERMINATION OF RENTAL AGREEMENT BY MILITARY PERSONNEL

Prepared by the
Legal Assistance Division, Office of the Staff Judge Advocate
U.S. Army Military District of Washington
Fort Myer, Virginia 22211-1215
(703) 696-0791

Your lease should contain a "Military Clause" or a "Transfer of Tenant" clause reinforcing your SCRA right to terminate your lease in the event that you receive PCS or Deployment Orders. Also if your residential lease is in Virginia you should include your Virginia SCRA right to terminate your lease in the event that you are discharged or released from active duty with the armed forces of the United States or from your full-time duty or technician status with the National Guard; or you are ordered to report to government-supplied quarters resulting in the forfeiture of your basic allowance for quarters.

50 USC § 535. Termination of residential leases [Sec. 305]

(a) Termination by lessee

(1) IN GENERAL – The lessee on a lease described in subsection (b) may, at the lessee's option, terminate the lease at any time after –

- (a) the lessee's entry into military service; or
- (b) the date of the lessee's military orders described in paragraph (1)(B) of (2)(B) of subsection (b), as the case may be.

(2) JOINT LEASES – A lessee's termination of a lease pursuant to this subsection shall terminate any obligation a dependent of the lessee may have under the lease.

(b) Covered leases

This section applies to the following leases:

(1) Leases of premises

A lease of premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, agricultural, or similar purpose if—

- (A) the lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service; or
- (B) the servicemember, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days.

(c) Manner of termination

(1) In general

Termination of a lease under subsection (a) is made—

(A) by delivery by the lessee of written notice of such termination, and a copy of the servicemember's military orders, to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee); and

(2) Delivery of notice

Delivery of notice under paragraph (1)(A) may be accomplished—

- (A) by hand delivery;
- (B) by private business carrier; or
- (C) by placing the written notice in an envelope with sufficient postage and

with return receipt requested, and addressed as designated by the lessor (or the lessor's grantee) or to the lessor's agent (or the agent's grantee), and depositing the written notice in the United States mails.

(d) Effective date of lease termination

(1) Lease of premises

In the case of a lease described in subsection (b)(1) that provides for monthly payment of rent, termination of the lease under subsection (a) is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice under subsection (c) is delivered. In the case of any other lease described in subsection (b)(1), termination of the lease under subsection (a) is effective on the last day of the month following the month in which the notice is delivered.

(e) Arrearages and other obligations and liabilities

Rents or lease amounts unpaid for the period preceding the effective date of the lease termination shall be paid on a prorated basis.

(f) Rent paid in advance

Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within 30 days of the effective date of the termination of the lease.

(g) Relief to lessor

Upon application by the lessor to a court before the termination date provided in the written notice, relief granted by this section to a servicemember may be modified as justice and equity require.

(h) Penalties

(1) Misdemeanor

Any person who knowingly seizes, holds, or detains the personal effects, security deposit, or other property of a servicemember or a servicemember's dependent who lawfully terminates a lease covered by this section, or who knowingly interferes with the removal of such property from premises covered by such lease, for the purpose of subjecting or attempting to subject any of such property to a claim for rent accruing subsequent to the date of termination of such lease, or attempts to do so, shall be fined as provided in title 18, United States Code, or imprisoned for not more than one year, or both.

(2) Preservation of other remedies

The remedy and rights provided under this section are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including any award for consequential or punitive damages.

(i) Definitions –

(1) **MILITARY ORDERS** – The term 'military orders', with respect to a servicemember, means official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status.

(2) **CONUS** – The term 'continental United States' means the 48 contiguous States and the District of Columbia.

VA Code § 55-248.21:1. Early termination of rental agreement by military personnel

A. Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may, through the procedure detailed in subsection B, terminate his rental agreement if the member (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles or more (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by serving on the landlord a written notice of termination to be effective on a date stated therein, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.

The landlord may not charge any liquidated damages.

C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

D. The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not apply to this section.

The above Federal and Virginia laws are hereby incorporated into the Lease Agreement between the parties dated _____.

Date

Date

Landlord

Tenant

Updated 3/10/2008

(SOLDIER'S ADDRESS)

(TODAY'S DATE)

(LANDLORD'S NAME)
(LANDLORD'S ADDRESS)

Dear (LANDLORD'S NAME)

I am writing you to terminate my lease for the premises located at (ADDRESS OF LEASED PROPERTY). I am writing to invoke the protection of the Servicemembers' Civil Relief Act (SCRA).

Under the provisions the SCRA (50 U.S.C. App. Section 535), I may terminate my lease at the aforementioned premises because after executing the lease I received orders for a permanent change of station.

In addition to this written notice, I have enclosed a copy of my military orders.

Since I paid rent on the first of every month, the effective termination date is 30 days from the first of (MONTH THAT SOLDIER WANTS TO TERMINATE LEASE). Under the SCRA, any prepaid rent covering periods after this termination must be returned to me within 30 days of the effective date of this termination.

Please note that any attempt to hold or seize my personal property, or that of my family members or my security deposit is unlawful under 50 U.S.C. App. Section 535(h)(1) and could result in fines, imprisonment for not more than one year, or both.

Please forward my security deposit and any prepaid rent covering the periods after termination of this lease to me at (SOLDIER'S FORWARDING ADDRESS).

I regret any inconvenience this may cause, but I thank you for your understanding and cooperation in this matter.

Sincerely,

(SOLDIER'S NAME)
(RANK)